

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W22PMH-4303-C111		PAGE 1 OF 30	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124D-05-Q-0016	
6. SOLICITATION ISSUE DATE 07-Dec-2004		7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHARON L. CRADY		b. TELEPHONE NUMBER (No Collect Calls) 502-624-8158	
8. OFFER DUE DATE/LOCAL TIME 12:00 PM 16 Dec 2004		9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000  TEL: FAX:		CODE W9124D		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 7363 SIZE STANDARD: \$11.5M	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO IRELAND ARMY COMMUNITY HOSPITAL MEDDAC DENISE HESTER PROPERTY MANAGEMENT BLDG 851 IRELAND LOOP FORT KNOX KY 40121-5000 TEL: 502-624-9066 FAX: 502-624-0383		CODE W22PMH		16. ADMINISTERED BY CODE	
17a. CONTRACTOR/ OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		<b>SEE SCHEDULE</b>			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42c. DATE REC'D (YY/MM/DD)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

**OFFEROR SHALL COMPLETE THE FOLLOWING INFORMATION:**

**GSA Contract Number  
& Expiration Date:** \_\_\_\_\_

**DUNS NUMBER:** \_\_\_\_\_

**FED TAX ID#:** \_\_\_\_\_

**CAGE CODE:** \_\_\_\_\_

**PHONE NO:** \_\_\_\_\_

**FAX NO:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**NAICS 561320**

**NOTES:**

1. Questions concerning this solicitation must be submitted in writing and may be faxed to ATTN: Sharon Crady at (502)624-7165/5869 or e-mail to [sharon.cradly@knox.army.mil](mailto:sharon.cradly@knox.army.mil).
2. All contractors wishing to do business with the government must possess a valid DUNS number and Cage Code and must be registered in the Central Contractor Registration (CCR). Contractors can register online at [www.ccr.gov](http://www.ccr.gov). For assistance, contractors can call toll free 888-227-2423.

Section SF 1449 - CONTINUATION SHEET

ITEM NO  
0001

LABORATORY PHLEBOTOMIST SERVICES AT CAMP MEMORIAL BLOOD CENTER, FORT KNOX,  
KY DURING THE PERIOD OF 1 JANUARY 2005 THROUGH 31 DECEMBER 2005.  
PURCHASE REQUEST NUMBER: W22PMH-4303-C111.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ROUTINE HOURS	7,360	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	PER DIEM RATE PER JTR	96	Days	\$32.00	\$3072.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	WEEKEND RATE	48	Hours	\$_____	\$_____

ITEM NO  
0002  
OPTION

LABORATORY PHLEBOTOMIST SERVICES AT CAMP MEMORIAL BLOOD CENTER, FORT KNOX,  
KY DURING THE PERIOD OF 1 JANUARY 2006 THROUGH 31 DECEMBER 2006.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	ROUTINE HOURS	7,360	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	PER DIEM RATE PER JTR	96	Days	\$32.00	\$3072.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	WEEKEND RATE	48	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	LABORATORY PHLEBOTOMIST SERVICES AT CAMP MEMORIAL BLOOD CENTER, FORT KNOX, KY DURING THE PERIOD OF 1 JANUARY 2007 THROUGH 31 DECEMBER 2007.				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	ROUTINE HOURS	7,360	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	PER DIEM RATE PER JTR	96	Days	\$32.00	\$3072.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	WEEKEND RATE	48	Hours	\$ _____	\$ _____

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This clause incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>

(End of provision)

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This clause incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>

(End of clause)

#### AWARD

The award of any contract issued hereunder will be made to the lowest-priced, responsive, responsible, offeror that submits a qualified candidate after consideration of the following:

- A. Ability to meet the requirements of section 1.4 of the Performance Work Statement.
- B. Review of Curriculum Vitae
- C. Verification of current GSA contract.

#### INSPECTION

Inspection of services to be furnished hereunder will be made by the Commander, MEDDAC, Fort Knox, Kentucky or his authorized representative.

#### PAYMENT

The quantities included herein are estimates only, based on current anticipated government requirements. The government will pay the contractor monthly, for services performed during the preceding month, upon submission of proper invoices, the prices stipulated in this contract for the services delivered and accepted, less any deductions provided in the contract.

#### INVOICES

The contractor shall submit invoices to the Defense Finance Accounting Services paying office indicated in Block 18a of the contract document (SF 1449), with a copy furnished Ireland Army Community Hospital, Attn: Aaron Ford MCXM-PDS, Building 851, Fort Knox, KY 40121-5000. All invoices must contain some sort of identifying invoice/account number along with the purchase order and/or contract number. Failure to do so will result in delay of payment.

#### CONTRACT PERIOD

Any contract awarded as a result of offers received under this solicitation shall extend from 1 January 2005 or date of contract award, whichever is later, through 31 December 2005, both dates inclusive, unless sooner terminated under the terms of the contract.

#### CONTRACT ADMINISTRATION

All contract administration will be effected by the Contracting Officer, Directorate of Contracting, Contract Administration Division, Building 1109B RM 250, Fort Knox, KY. Changes in or deviation from the scope of work shall not be effected without a written modification to the contract executed by the Contracting Officer.

## PERFORMANCE WORK STATEMENT

All work shall be performed in accordance with the "Performance Work Statement for Phlebotomist Services at Camp Memorial Blood Center, Fort Knox, Kentucky," dated 3 November 2004, attached hereto.

## PRIVACY OF PROTECTED HEALTH INFORMATION (DEC 2002)

(a) Definitions. As used in this clause:

Individual has the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

(b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

(e) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

(f) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(g) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(h) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(i) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(j) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

#### General Use and Disclosure Provisions



Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: [None].

#### Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

#### Obligations of the Government

#### Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

(a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

#### Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

#### Termination

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

## Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule.

DELTA BADGES The services performed under this contract have been identified as mission (emergency) essential. The services shall continue during emergency situations, such as ThreatCon Delta. In order to gain access to the Fort Knox, KY, installation during these conditions, contractor personnel shall be required to present Delta Badges. Upon contract award and upon change, the contractor shall provide the Contracting Officer with the name, address, and telephone number of an individual to act as the contractor representative responsible for managing Delta Badges. The contractor shall be responsible for coordinating with the government to identify those personnel who require Delta Badges. The contractor shall be responsible for applying for, obtaining, and turning in the badges, and accounting for the badges in accordance with current procedures.

## PERFORMANCE WORK STATEMENT

FOR

PHLEBOTOMIST

AT

USA MEDDAC, FORT KNOX, KY (CMBC)

21 OCTOBER 2004

### 1. GENERAL INFORMATION.

1.1. *Scope of Work.* The Contractor shall provide medical laboratory personnel on site at Camp Memorial Blood Center, Building 1003, U.S. Army Medical Department Activity, Fort Knox, Kentucky. Contractor personnel shall be of a quality meeting or exceeding current recognized national standards as established by the Clinical Laboratory Improvement Amendment (CLIA) 1988. The Contractor shall perform services in accordance with the ethical, professional and technical standards of the health care industry, and the professional standards of Ireland Army Community Hospital, Fort Knox, Kentucky. The standard of performance for any employee provided by the Contractor shall be to exercise that degree of care, skill and learning expected of a reasonably prudent health care provider in the profession or class to which he or she belongs. Performance shall be according to the standards contained in this performance work statement (PWS). Description of duties and specific tasks are delineated in Section 1.6..

1.1.1. *This is a Personal Services contract.* Performance under personal services is subject to the day-to-day supervision and direction of designated employees of the government. The contract employees are subject to the supervision and control prevailing in relationships between the government and its employees. The government will evaluate the quality of professional and administrative services provided and retain control over the medical and professional aspects of services rendered (e.g. professional judgments, diagnosis for specific medical treatment). The government-designated official is the Director, CMBC or designated representative.

1.1.2. *Malpractice Insurance.* Malpractice allegations against contractor employees based upon performance of this contract will be processed in accordance with government policy for allegations against its own employees. The government is a self-insurer for malpractice liability. Contractor employees are not required to carry malpractice insurance, and the government will not reimburse or otherwise pay for such insurance should any be purchased by the contractor or contractor employees. If the contract is terminated, the contract provider shall be covered for any malpractice claims or lawsuits that may arise in the future if the care provided was rendered to the claimant during the term of the contract at the Army medical hospital indicated in paragraph 1.1.

1.1.3. *Communication.* The contract employee shall be able to read, write, understand and speak English well enough to effectively communicate with all patients and other healthcare providers.

1.1.4. *Disclosure.* Complete disclosure of any past incidents in the contract employees' professional duties or of incidents that might be considered to impact on their professional standing is a necessary part of the competency process. This contractor shall disclose any information linking contract employees with chemical dependency, a misdemeanor, felony, or medical malpractice. The information shall be reviewed by the Director, CMBC or designated representative and may result in the termination of the contract employee.

1.1.4.1. Contractors are advised to make full disclosure under this paragraph as a condition of employment. Failure of full disclosure will result in a determination that the provider's services were unsatisfactory.

1.1.4.2. If at any time during the contract period it is discovered through a medical center investigation or any investigation, that a healthcare provider is currently pending charges, or has previously been convicted of any of the aforementioned incidents, the contract provider may be terminated.

1.1.5. *Unacceptable Skills.* The government will conduct periodic assessment of each contract Phlebotomist's ability to meet performance expectations according to the standards contained in this statement of work. The government will document the assessment of findings. Any contract Phlebotomist found unacceptable in administering the skills required may be released from duty at any time during the contract period. The on-duty supervisor will notify the Director, CMBC or designated representative who will determine whether the contract Phlebotomist should be deleted from the approved list and notify the contractor.

1.1.5.2. The contractor shall provide a replacement. Removal of a contract Phlebotomist does not relieve the contractor from fulfilling the terms and conditions of this contract.

1.1.5.2. The government reserves the right to test the contract Phlebotomist prior to performance and at any time during the contract to ensure that the contract Phlebotomist possesses the necessary and required skills. All training and skills verifications will be noted. These documents will be maintained by CMBC.

1.1.7. *Misconduct/Disruption of Services.* At any time during the performance of this contract, the Contracting Officer, QAE or Chief of the Department may immediately remove any contract employee whose actions, or impaired state, result in the clear disruption to the work force.

1.1.8. *Litigation.* In the event of litigation/investigation of a claim of liability or malpractice, the contract employee shall cooperate fully with government authorities and designated officials in the investigation of the claim or preparation of litigation. Contract personnel shall immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received; cooperate with the government in the processing, review, settlement or defense of the suit, action or claim; and authorize government representatives to settle or defend the claims and to represent the healthcare provider in, or take charge of, any litigation involved in such an action.

1.1.9. *Confidentiality.* The contractor shall abide by AR 40-3 and AR 40-66 concerning the nature of limited privileged communication between patient and healthcare provider for security and personnel reliability programs. The contractor shall abide by AR 40-66 concerning the confidentiality of patient records as embodied in federal statutes including the Privacy Act of 1974 and the Drug and Alcohol Act, Public Law 92-129. The contractor shall direct all requests for medical information on patients to the Chief, Patient Administration Division. The contractor shall not release any medical or personal information on a patient without first receiving written approval from the government.

1.1.9.1. *HIPAA.* The contractor shall abide by the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-91. The contractor shall not use or further disclose Protected Health Information other than as permitted or required by this contract or as required by Law. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information. The contractor shall mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of Protected Health Information by the contractor in violation of the requirements of this contract. The contractor shall report to the government any use or disclosure of the Protected Health Information not provided for by this Contract. The contractor shall document, in a time and manner designated by the government, any disclosure of Protected Health Information as would be required for the government to respond to a request by an individual for an accounting of disclosure of Protected Health Information.

1.1.9.2. Contractor personnel shall follow the established procedures of their assigned department/clinic to safeguard the patient's Protected Health Information. Unauthorized or inappropriate disclosure of Protected Health Information by contractor personnel performing services under this contract may be cause for termination.

1.1.10. *Conflict of Interest.*

1.1.10.1. The contract employee shall not use patient care rendered pursuant to this agreement as a part of a study, research grant, or publication without the prior written consent of the Director, CMBC or his/her designated representative.

1.1.10.2. The contract employee shall not bill the patient, an insurer, or anyone else for services rendered. The only compensation the contractor is entitled to for performance of the contract is payment the contract specifies.

1.1.10.3. The contract employee shall not, while performing services under this contract, advise, recommend, or suggest to persons eligible to receive medical care at Army expense that such persons should receive care from the contract employee at any place other than at the MTF. The contract employees will not refer any patients to any company or service to which they have a direct or indirect involvement (including partnership programs and ancillary services not offered by this MTF).

1.1.10.4. The contract employee is not prohibited by reason of employment under this contract from conducting private practice, if there is no conflict with the performance of services under this contract. The contractor shall not use government facilities or other government property in connection with conducting a private practice.

1.1.10.5. The contract employee shall not be employees of the United States Government if the employment would create a conflict of interest. The contract employee, who is an employee of the Department of Defense either military or civilian, shall not be employed unless such person seeks and receives approval in accordance with DoD 5500.7-R.

1.1.11. *Safety.* The contract employee shall be responsible for complying with all installation safety prevention regulations. Such regulations include, but are not limited to, general safety, fire prevention and waste disposal.

1.1.12. *Security.*

1.1.12.1. *Security Identification Badges.* Contract employees shall comply with the local installation and MTF personnel identification and access requirements.

1.1.12.1.1. *MTF Badge.* Contract personnel shall wear a local MTF picture identification badge. The badge will be furnished by the MTF. Contract personnel shall wear the badge at all times while on duty.

1.1.12.1.2. *Common Access Card (CAC).* Contract personnel shall complete DD Form 1172-2, Application for Department of Defense Common Access Card DEERS Enrollment, to obtain a Common Access Card (Civilian ID Card). The CAC will be issued by One Stop Processing Activity, Fort Knox, KY. Contract employees shall show their Common Access Card at the installation checkpoint upon entering the installation.

1.1.12.1.3. Contract employees shall turn in the MTF badge and Civilian ID Card to the Director, CMBC or designated representative upon termination of services under this contract.

1.1.12.2. *Vehicle Registration.*

1.1.12.2.1. Fort Knox, Kentucky is a restricted access military installation. All contract employees must register their vehicles with the Provost Marshal's Office to gain access onto the military installation. A valid driver's license, government-furnished civilian ID, proof of insurance and current registration must be presented to the Provost Marshal's Office, at which time, a Department of Defense decal will be issued. The decal shall be placed on the vehicle's front windshield in accordance with instructions. All vehicles, with or without a DoD decal are subject to search. Contract employees may encounter long delays for vehicle inspection and identification checks upon entering and exiting the installation. The government will not reimburse the contractor for time spent at installation checkpoints. Contract employees should plan accordingly and report to work at their scheduled duty time.

1.1.12.2.2. Contract employees shall follow installation procedures for removal and turn-in of the decal upon termination of services under this contract.

1.1.12.3. *ADP Security.* The contract employee under this contract shall have access to and/or process information requiring protection under the Privacy Act of 1974, these positions are considered “ADP Sensitive” positions. Compliance with DoD Directive 5200.28, DoD 5200.2-R, AR 25-2 and AR 380-67 is mandatory for ADP Sensitive positions. Therefore, a National Agency Check with Inquiries is required for each contract employee under this contract. The contractor shall ensure that their employees cooperate with and assist the government in conducting the NAC. Contract employees will be fingerprinted and required to complete the appropriate forms, usually a Standard Form 85-P, Questionnaire for Public Trust Positions. A copy of SF 85-P will be provided upon award. The contractor shall advise their employees that a positive report is needed as a condition of continued employment under this contract.

1.1.13. *AABB & FDA.* Contract employees shall take part in MTF activities and programs as required to meet these standards.

1.1.14. *Contractor’s Representative.* The contractor shall provide both the Contracting Officer and the Quality Assurance Evaluator (QAE) the name and telephone number of an individual to act as his/her representative no later than five (5) working days after award.

1.1.15. *Manpower Report.* The contractor shall furnish to the Contracting Officer a list of employees who worked during the month and the number of hours worked no later than the 5th working day of the month following the month in which the services were provided.

1.1.16. *Non-Competition..* The contractor shall neither execute nor enforce “non-competition” agreements limiting employment of physicians on any future contracts involving IACH.

## 1.2. HOURS OF PERFORMANCE.

1.2.1. The Contractor shall provide phlebotomy services, typically, Monday through Friday, excluding legal public holidays. Duty hours may be any eight-hour shift, between the hours of 7:00 a.m. and 5:00 p.m., which includes a one hour unpaid lunch period. Typical shifts are 8:00 a.m. to 5:00 p.m., and 7:30 a.m. to 4:30 p.m. There may be an occasion where services are needed on an evening and/or a weekend. In this instance, the contractor shall be reimbursed at the contracted rate for weekend hours. CMBC may be closed during training holidays and other Command approved functions such as the MTF’s organizational day. The contractor shall only be paid for actual hours worked during training holidays and other approved MTF closures. The contractor shall provide phlebotomy personnel for each of the two shifts as shown below. The government may increase or decrease the number of personnel required with a 30 day calendar day notice to the contractor.

<u>SHIFT</u>	<u>DUTY HOURS</u>	<u>LUNCH PERIOD</u>
1	0800-1700	1200-1300
2	0800-1700	1200-1300

1.2.2. The government will provide the contractor with its scheduling requirements fourteen (14) calendar days prior to the first working day of the month in which services are to be performed. Upon receipt of the completed schedule from the contractor, the QAE will supply the NCOIC, CMBC with a copy of the monthly work schedule. The government may request the contractor to work on training holidays and during other approved MTF closures.

1.2.3. The contract phlebotomists shall sign in and out in the clinic. The government reserves the right to verify hours worked by contract personnel by implementing sign-in/sign-out logs or any other means including requiring contract personnel to utilize CHCS to sign-in and sign-out. Signing in early or working through lunch does not constitute overtime. Hours worked do not include travel time to reach the MTF. Proration of minutes for payment purposes for hours worked over forty (40) hours per week is as follows: 10 to 20 minutes = ¼ hour; 21 to 40 minutes = ½ hour; 41 to 59 minutes = ¾ hour; and 60 minutes = 1 hour.

1.2.4. The contractor shall provide a replacement phlebotomist for all absences with the exception of scheduled, approved leave not to exceed 88 hours and any absence due to illness not to exceed 96 hours during a twelve (12)

month contract period, per each FTE phlebotomist. The contractor shall also provide a replacement phlebotomist for any absence due to illness longer than three (3) consecutive workdays. The contractor shall establish procedures for leave requests and approval with their employees. The contractor shall notify the Supervisor, CMBC, when an employee has requested and been given approval for leave. The contractor shall provide the name of the replacement phlebotomist no later than seven (7) calendar days prior to start of employee's leave. The contractor shall notify the Supervisor, CMBC, at least one hour before scheduled workday if an employee is unable to report to work due to illness.

1.2.5. The contractor shall review the above time and attendance policies with their employees prior to assignment.

1.2.6. The contractor shall be responsible for providing personnel who are adequately rested and fully physically and mentally capable of performing the duties required under this contract.

1.3 TDY TRAVEL. Contract personnel may be required to participate in blood drives in locations other than Fort Knox, Kentucky. It is anticipated that the Government will require contract phlebotomists to travel to other military bases approximately once a month or more.. The Government will coordinate the number of phlebotomists needed, travel arrangements, and associated reimbursement with the Contractor approximately thirty (30) calendar days prior to the required travel date.

1.3.1. The government will provide transportation for travel to and from the TDY (Temporary Duty) work site. Costs for meals and lodging are the responsibility of the Contractor. Costs (backed up with receipts for the lodging expenses) will be reviewed and approved by the Director, CMBC and QAE prior to payment for reimbursement. The government will fund per diem in accordance with the per diem computation rates in effect at the time of travel (see Technical Exhibit 3).

1.3.2. The government will reimburse the Contractor at the basic rate specified in the contract for each contract employee's hours worked during a weekday, excluding time for meals, while on TDY. The Government will reimburse the Contractor at the weekend rate specified in the contract for each contract employee's hours worked on a weekend, excluding time for meals. The government will reimburse the Contractor at the TDY Travel rate for travel time. This rate will start when each contract employee leaves CMBC for the TDY destination and the return trip back to CMBC.

1.4. PROFESSIONAL QUALIFICATIONS. Contractor personnel shall be graduates of an accredited high school, trained in phlebotomy, and shall have a record of past employment of at least three months within the last three years with satisfactory phlebotomy experience. Contractor personnel shall have and maintain current Basic Life Support (BLS) certification. Contractor personnel shall have training or experience in the use of computer or laboratory information systems.

#### 1.5. REQUIRED DOCUMENTATION OF QUALIFICATIONS.

1.5.1. The contractor shall submit a copy of the employee's resume, phlebotomist certification (if applicable), health requirements documentation, documentation of training in Occupational Exposure to Bloodborne Pathogens, and BLS certification NLT five (5) working days after award of contract .

1.5.2. The contractor shall comply with requests for personal interviews with the contract personnel, and make the employee available for interview prior to the government's acceptance of the applicant.

1.5.3. Certifications/licenses shall be maintained in a current status at all times while performing services under this contract. If at any time during the contract, a contract provider does not renew any of the required certifications/licenses prior to the expiration date, he/she will not be allowed to work at IACH. This expense shall be borne by the contractor.

1.5.4. *Continuing Education (CE) Requirements.* Contract healthcare providers licensed, registered, or certified by state or national boards or associations shall continue to meet the minimum standards for CE to remain current. CE shall be obtained at no additional cost to the government.



1.6. SPECIFIC DUTIES/TASKS. The Contractor shall provide phlebotomy services for Camp Memorial Blood Center. Contract personnel shall perform essentially the same services as those required by any Army or Government civilian health care provider of similar experience and of similar duty assignments. Personnel provided in satisfaction of this contract shall be required to perform their assigned duties with regard to volunteer blood donors regardless of underlying disease process or physical condition to such.

1.6.2. DUTY ASSIGNMENT. Contract phlebotomists shall be primarily required to perform donor center services. When the services are not required, or the technician's services are more urgently required elsewhere, the technician/phlebotomist may be assigned by the Director, CMBC, to provide support in other sections/departments commensurate with the employee's experience.

1.6.3. MEDICAL LABORATORY DUTIES. The contract phlebotomist shall accomplish general medical laboratory duties which may include, but are not limited to, duties associated with donor center administration, processing blood units/specimens, performing blood grouping and typing procedures, donor service procedures, etc. The contract phlebotomist shall:

1.6.3.1. Adhere to the quality of performance encompassed in the standards of the American Association of Blood Banks and the Federal Food and Drug Administration.

1.6.3.2. Possess knowledge of infectious agents sufficient to prevent the acquiring or spreading of disease.

1.6.3.3. Assess donor's physiological condition and ensure blood pressure, pulse, and temperature are acceptable and assess donor reactions.

1.6.3.4. Possess knowledge and ability to collect micro specimens from finger for hemoglobin level determinations.

1.6.3.5. Possess knowledge and ability to issue blood collection kits.

1.6.3.6. Organize blood collection stations to assure adequate quantities and varieties of FREPP sets, needles, lancets, tubes, alcohol, gauze, bandages, and other necessary supplies are available.

1.6.3.7. Assess donor preparation and specimen collection information (i.e., SSN and unit number match DD572). Inform the donor or official personnel with a need to know.

1.6.3.8. Select proper collection tubes and equipment to perform phlebotomy procedure.

1.6.3.9. Perform phlebotomy technique in a manner that is safe and free of unnecessary or excessive trauma.

1.6.3.10. Assist donor after unit collection to stop bleeding and ensure the absence of any adverse effect (donor reaction).

1.6.3.11. Clean the area. Dispose of contaminated material and destroy needles and other similar material.

1.6.3.12. Distribute blood specimens as instructed.

1.6.3.13. Ensure blood product collected meets the standard acceptable weights.

1.6.3.14. Properly process units to prepare for transfer of component processing center.

1.6.3.15. Assist with processing of specimens and other functions in support of the shipping and receiving areas.

1.6.3.16. Input of labor data in the Donor Center computer in support of donor processing for phlebotomy.

1.6.3.17. Possess knowledge and ability to prepare blood collection sets to include proper labeling, lot control, and

storage.

1.6.4. **DOCUMENTATION.** Contract personnel shall prepare all documentation to meet or exceed established standards of the military blood donor centers to include timeliness, legibility, accuracy, content, and signature. Only donor center and Department of the Army approved abbreviations may be used in the documentation of care in the patient record.

## 1.7. HEALTH REQUIREMENTS.

1.7.1 Contract personnel shall comply with the Health and Immunization Requirements outlined in Technical Exhibit 2. The expense for all physical examinations required under the provisions of this contract shall be borne by the contractor at no additional cost to the Government.

1.7.2. The contractor shall furnish the QAE a copy of each employee's certification of health, or physical examination certificate at the time of initial submission of employee's documentation and annually thereafter. In addition to the physical examination certificate, the examining physician shall complete Technical Exhibit 2-A annotating immunizations and test results. The contractor shall furnish copies of all laboratory results when certifying immunity by titers or serologic testing.

1.7.3. Contract personnel shall have no health or physical disability restrictions that interfere with the performance of duties.

## 1.8. PERSONAL APPEARANCE.

1.8.1. Contract personnel shall present a neat and clean appearance. Contract personnel may be required by their clinic, ward or department to wear white uniforms with white shoes. All uniforms or other clothing shall be laundered or dry-cleaned as appropriate, well fitting, and fresh each workday. Shoes shall cover the foot to meet sanitation and safety requirements. Open toed shoes, or sandals, shall not be worn. Fingernails shall be clean and not extend more than one quarter of an inch beyond the flesh tips. Jewelry and false nails are not allowed. Tank top shirts, cut offs, shower shoes or similar items of apparel are specifically prohibited. Contract personnel shall not display (wear) any jewelry and/or ornaments associated with pierced skin or body piercing with the exception of one pierced earring per ear. Contract personnel's clothing shall cover any offensive or vulgar tattoos.

1.8.2. Facial hair (including beards, mustaches, and sideburns) shall be controlled (restrained) or trimmed so as to not interfere or inhibit safe and sanitary work practices; hair (head or facial) shall not look unkempt or unclean.

## 1.9. GOVERNMENT FURNISHED SUPPLIES/SERVICES.

### 1.9.1. Government Training/Orientation.

1.9.1.1. *Staff Orientation.* Contract employees shall participate in all staff orientation and/or training that may be required as a precondition to performance as may be prescribed by the Deputy Commander for Administrative Services or his/her designated representative. Such orientation may include instruction on automated processing, standard operating procedures, local in-services, quality improvement policies, hazardous communications, and occupational exposure to blood borne pathogens, safety programs, etc.

1.9.1.2. *Defense Blood Standard System (DBSS).* Contract employees shall attend training in the use of DBSS. The length of training will depend upon the computer skills of the individual contract employee. This training will be coordinated and scheduled by the Director, CMBC or designated representative (Access to such patient data systems is an "Automated Data Processing Sensitive" position requiring compliance with AR 25-2 and AR 380-67.

1.9.1.3. *New Employee Orientation and Annual Training Updates.* Contract employees shall be required to complete an initial orientation and an annual training update after their first year at IACH. Annual training updates

are normally completed within the employee's birth month. Initial orientation and annual training updates may be accomplished via video or classroom instruction, computer-based instruction, or review of written materials.

1.9.1.4. *HIPAA Privacy and Security Training (HIPAA 101)*. Contract employees shall be required to complete the On-Line Web-based Training Modules after beginning work under this contract.

1.9.1.5. Hours for attending any of the above shall be compensated at the regular hourly rate established in the contract.

1.9.2. The government will provide use of all available MTF facilities and support services, materials, publications and forms, and equipment required for contract performance (except as designated). Contract employees shall keep government furnished supplies, equipment and work areas in a safe, orderly and clean condition. Contract employees shall notify the government whenever maintenance of equipment is required.

1.9.2.1. Telephones, facsimile machines, copiers and computer equipment are authorized for transaction of official government business only and shall not be used for personal business. Personal long distance calls are not authorized and the cost of all personal long distance calls made will be deducted from the Contractor's invoice. Telephones, facsimile machines and computer equipment are subject to communications security monitoring at all times.

1.9.2.2. Space used by contract employees in performance of services may be used for other purposes during their absence. Items of clothing, personal effects, or equipment cannot be secured during their absence. The government will not incur any liability for theft, damage to, or loss of such personal items.

1.9.3. Contract employees may be issued keys. The contractor shall safeguard the keys from loss, theft or destruction, and must display all keys signed for at scheduled or unscheduled key control inspections. The contractor shall be required to reimburse the government for lost keys and lockset (if locksets are required to be replaced as a result of lost keys).

1.9.4. Emergency contract employee healthcare. The MTF will provide emergency healthcare for injuries occurring while on duty. The contractor shall reimburse the government for such services.

## 1.10. APPLICABLE TECHNICAL ORDERS, MANUALS, REGULATIONS, DIRECTIVES AND FORMS.

1.10.1. All applicable directives and publications (advisory or mandatory), and supplements or amendments to these directives and publications will be current when furnished to the contractor. Directives will be available to the contractor upon request. Current issues of many DA publications can be accessed at <http://www.usapa.army.mil/>.

1.10.2. The contractor is required to follow all mandatory documents to the extent they apply to this contract. Any such changes to mandatory publications which cause a change in the scope of performance within the meaning of the "Changes" clause will not be implemented by the contractor until a change in order or modification is issued by the Contracting Officer.

## 2. DEFINITIONS/ACRONYMS.

### DEFINITIONS.

**ADVISORY DIRECTIVES:** Those directives that the contractor may use for information and guidance but are not binding for compliance.

**AMBULATORY DATA MODULE (ADM).** An automated clinical information system used for statistical documentation of ambulatory medical care. The computerized system is designed to monitor and track ambulatory encounters and to document patient diagnoses and treatment in order to support management of patient care.

**ANCILLARY PERSONNEL:** These personnel are commonly referred to as radiology, pathology, and/or medical and pharmacy technicians/technologists. Also clerks, secretaries, and receptionist's personnel are commonly considered administrative personnel.

**BENEFICIARIES OF THE MILITARY HEALTHCARE SYSTEM:** Those individuals entitled to care at the MTF IAW AR 40-3.

**COMPOSITE HEALTH CARE SYSTEM (CHCS):** An automated medical information system, which provides integrated support for the functional work centers of inpatient and outpatient care facilities, patient administration, patient appointments and scheduling, nursing, laboratory, pharmacy, radiology, and clinical dietetics.

**CONTINUING EDUCATION:** Education beyond initial professional preparation that is relevant to the type of patient care delivered in the organization, that provides current knowledge relevant to the individual's field of practice, and that is related to findings from quality assurance activities.

**CONTRACTING OFFICER:** A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on contracts.

**DEFENSE ENROLLMENT ELIGIBILITY REPORTING SYSTEM (DEERS):** A computerized system that maintains current eligibility status for all eligible health care beneficiaries.

**FACILITIES:** Building and equipment necessary for the implementation of services by personnel.

**LEGAL PUBLIC HOLIDAYS** [established by 5 U.S.C. 6103 (a)]:

New Year's Day	1 January
Martin Luther King Jr's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	11 November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	25 December

**MANDATORY DIRECTIVES:** Those directives that the Contractor is obliged to perform the effort strictly IAW the method specified in the directives to meet the stated results of the directives.

**MILITARY TIME** is on a 24-hour clock, i.e.:

8:00 a.m.	-	0800
9:10 a.m.	-	0910
Noon	-	1200
8:00 p.m.	-	2000
9:10 p.m.	-	2110
Midnight	-	2400
12:01 a.m.	-	0001

**MILITARY DATES** are written by placing the day of the month, followed by the first three letters of the month, followed by the last two digits of the year, i.e.:

September 2, 2001 - 02 Sep 01  
November 10, 2004 - 10 Nov 04  
May 1, 2005 - 01 May 05

**TRAINING HOLIDAYS.** Training Holidays are days designated by the MTF Commander the workday either preceding or following a legal public holiday. The number of training holidays may vary from year to year.

**QUALITY ASSESSMENT AND IMPROVEMENT (QA&I):** An ongoing program designed to objectively and systematically monitor and evaluate the quality and appropriateness of patient care, to pursue opportunities to improve patient care, and to resolve identified problems.

**QUALITY ASSURANCE EVALUATOR (QAE).** The representative of the Contracting Officer who normally performs surveillance of the contract

**ACRONYMS/ABBREVIATIONS:**

ACLS	-	Advanced Cardiac Life Support
AHA	-	American Hospital Association
AR	-	Army Regulation
AMA	-	American Medical Association
AOD	-	Administrative Officer of the Day
BLS	-	Basic Life Support
CLIN	-	Contract Line Item Number
DA	-	Department of the Army
DCCS	-	Deputy Commander for Clinical Services
DCNS	-	Deputy Commander for Nursing Services
DOD	-	Department of Defense
DEA	-	Drug Enforcement Administration
FDA	-	Food & Drug Administration
FTE	-	Full Time Equivalent
JCAHO	-	Joint Commission on Accreditation of Healthcare Organizations
MEDCOM	-	Medical Command
MEDDAC	-	Medical Department Activity
MTF	-	Medical Treatment Facility (hospital or clinic)
OSHA	-	Occupational Safety & Health Association
PAD	-	Patient Administration Division
PAM	-	Pamphlet
PCF	-	Practitioner's Credentials File
PWS	-	Performance Work Statement
QAE	-	Quality Assurance Evaluator
QA&I	-	Quality Assessment & Improvement
QC	-	Quality Control
SF	-	Standard Form

Attachment 1

DELIVERABLES

SECTION	TITLE	FORMAT	REQUIRED DATE	FREQUENCY	NO. OF COPIES	DISTRIBUTION
1.1.14	Designation of Contractor's Representative	Written Letter	NLT 5 working days after award	Initially & Upon Change	1	Contracting Officer
1.1.15	Manpower Report	Written Report	NLT 5th workday of each month for the prior month	Monthly	1	Contracting Officer
1.5	Documentation of Qualifications	Written Documents	NLT 10 working days after award	Initially & Upon Change	1	Contracting Officer
1.7	Health Requirements	Written Documents/ Form	Prior to performance	Initially & Annually Thereafter	1	Contracting Officer

## Attachment 2

### HEALTH AND IMMUNIZATION REQUIREMENTS

All contract personnel performing direct health care services under this contract shall receive a general physical examination prior to commencement of services. The contractor shall provide a physical examination certificate and a completed Immunization Status Form along with copies of laboratory results, for each individual direct health care provider who will provide services under this contract at the time of initial request for privileges, and annually thereafter. The certificate shall state the date on which the physical examination was completed and the name of the physician who performed the examination. The physician performing the examination shall sign this certification. A physical examination administered more than 120 days prior to performance of the contract will not be considered adequate. The physical examination shall include the following.

a. A history to show that the direct health care provider has completed a primary series of immunization with tetanus and diphtheria toxoids and that a booster dose is current (within the past 10 years).

b. A history to show that the direct health care provider has completed an immunization series with a Hepatitis B vaccine (e.g., Recombivax, Engerix), or provide serologic evidence of immunity to Hepatitis B. A statement of declination is not acceptable.

c. The physical examination shall also document serologic evidence of immunity to measles, mumps and rubella or provide documentation of immunization with 2 doses of measles, mumps and rubella (MMR) vaccine.

d. Contractor's health care providers shall be screened for tuberculosis by a tuberculin skin test using the Mantoux technique. A skin test result of 10 mm of induration or more shall be required to have a chest roentgenogram and an evaluation performed. A tuberculin skin test of 10 mm of induration or more will require documentation providing an assessment of the patient (status of infection--active, inactive; need for treatment of latent infection or not as determined by age, history of BCG (Bacillus Calmette-Guerin) vaccination; duration of skin test positivity, etc.

e. Documentation of positive antibody titer for varicella or date immunizations were given.

f. If all the immunizations and test set forth in the preceding paragraphs have not been completed, the contractor shall issue a certificate providing evidence of immunizations and tests that have been completed or started and shall provide a schedule for the completion of unfinished immunizations and lab tests. After the schedule is completed, the contractor must provide an updated and complete certificate.

g. All contract personnel performing direct health care services under this contract, who experience a parenteral (e.g., needle-stick or cut) or mucous membrane exposure (e.g., splash to the eye or mouth) to blood or bloody body fluids, shall receive prompt treatment. The medical treatment facility (MTF) will evaluate the source of exposure for risk of Hepatitis-A, Hepatitis-B, Hepatitis-C, and Human Immunodeficiency Virus (HIV) and will provide a report of the findings to the contract provider. It shall be the contractor's responsibility to provide appropriate treatment as needed to possibly include Tetanus-Diphtheria booster, Immune Globulin, Hepatitis-B vaccine booster, or Hepatitis-B Immune Globulin. The contractor shall be responsible for providing the contract employee with initial testing and if the source of exposure was unknown, positive, or considered at high risk for HIV infection, follow-up testing 3, 6, and 12 months after exposure. In the event of a confirmed or highly suspected parenteral exposure to HIV, the contractor shall insure that the contract provider receives appropriate counseling and is referred immediately to a private infectious disease specialist for consideration of any experimental therapy (e.g., AZT). The government may require the contractor to provide evidence of the status of treatment and testing of the individual provider under the contract.

h. Failure to meet the requirements stated herein, or when test results determine a contract provider has a contagious disease, the Contracting Officer may, upon the advice of the MTF commander or his clinical staff, determine that such provider is not an acceptable individual to perform services under this contract.



Attachment 2-A  
IMMUNIZATION STATUS

EMPLOYEE'S NAME: \_\_\_\_\_

## HIV

NEGATIVE: \_\_\_\_\_ POSITIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

## HEPATITIS B

Serologic Testing  
(Specify Dates and Results):

HbsAG \_\_\_\_\_

HbsAB \_\_\_\_\_

Hepatitis Vaccine  
(Specify Dates Doses Given):

Dose #1 \_\_\_\_\_ Dose #2 \_\_\_\_\_

Dose #3 \_\_\_\_\_ Booster \_\_\_\_\_

## TB STATUS

Mantoux Test PPD

PPD Given: \_\_\_\_\_

PPD Read: \_\_\_\_\_

Results: \_\_\_\_\_

Chest X-ray

Date of CXR: \_\_\_\_\_

CXR Results: \_\_\_\_\_

Results of Evaluation and Indication for Treatment: \_\_\_\_\_

## MEASLES/MUMPS/RUBELLA

Positive Antibody Titer  
(Specify Dates and Results):

Measles: \_\_\_\_\_

Mumps: \_\_\_\_\_

Rubella: \_\_\_\_\_

MMR Immunization  
(Specify Dates Doses Given):

Dose #1 \_\_\_\_\_

Dose #2 \_\_\_\_\_

## TETANUS & DIPHTHERIA (Specify Dates Given)

Dose #1 \_\_\_\_\_ Dose #2 \_\_\_\_\_ Dose #3 \_\_\_\_\_ Booster \_\_\_\_\_

## VARICELLA

Positive Antibody Titer (Specify Dates and Results): \_\_\_\_\_

Varicella Immunization Given: \_\_\_\_\_

EXAMINING PHYSICIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE & DATE: \_\_\_\_\_



## Attachment 3

**DOCUMENTATION FOR TRAVEL REIMBURSEMENT  
FOR CONTRACTOR TRAVEL**

1. Copy of Contractor Letter of Identification (see Technical Exhibit 3-A).
2. Copy of Phlebotomist's Travel Voucher (see Technical Exhibit 3-B).
3. Attach a list of reimbursable items along with copies of receipts as listed below:

1) Copies of lodging receipts. Lodging will be reimbursed at the actual cost not to exceed the JFTR allowance. The current JFTR lodging allowances are provided below for informational purposes only. Lodging allowances are subject to change without notification.

Fort Leonard Wood, MO	\$55.00 per night
-----------------------	-------------------

Fort Benning, GA	\$63.00 per night
------------------	-------------------

2) Meals will be paid at the JFTR rates. Travel days are paid at 75% of the total allowed. No receipts will be required for these expenses. The current JFTR allowance for meals is provided below for informational purposes only. JFTR rates are subject to change without notification.

Fort Leonard Wood, MO	\$30.00 per day
-----------------------	-----------------

Fort Benning, GA	\$34.00 per day
------------------	-----------------

4. Copy of Phlebotomist's timesheet.



**SAMPLE OF CONTRACTOR IDENTIFICATION LETTER**

**DEPARTMENT OF THE ARMY  
HEADQUARTERS U S ARMY MEDICAL DEPARTMENT ACTIVITY  
FORT KNOX KY 40121-5520**

**REPLY TO  
ATTENTION OF**

MCXM-CBC

(Date)

MEMORANDUM FOR Whom it may concern

SUBJECT: Contractor Letter of Identification and Official Travel of Government Contractor

1. **(Full name and SSN of traveler)**, the bearer of this letter, is traveling on government business. The destination of the traveler is **(location of TDY)** for the duration of **(number of days)**. Travel is expected to commence on **(date)** and official business concluded on **(date)**. Anticipated cost of this travel is **(\$ amount of cost)**.
2. The point of contact is **(name, organization, and phone number of employee's Government supervisor)**.

**ENDORSER'S SIGNATURE**  
DIRECTOR, Camp Memorial Blood Center

CF:  
MXCM-SD, Planning, Development, and Strategy Division  
ATZK-DCA, Contracting Officer

<b>1. NAME</b> (Last, First, Middle Initial)						
<b>2. ADDRESS</b> (Street, City, State, Zip Code)						
<b>3. ITINERARY</b>						
DATE	TIME	PLACE (Duty Section Only)				
		Departed	Camp Memorial Blood Center, Fort Knox, KY			
		Arrived				
		Departed				
		Arrived	Camp Memorial Blood Center, Fort Knox, KY			
<b>4. PER DIEM</b>						
a. Lodging (Must have receipts)						
DATE	LODGING FACILITY (Name, Address)					COST
	Arrived					
	Departed					
	Arrived					
	Departed					
	Arrived					
	Departed					
	Arrived					
	Departed					
	Arrived					
	Departed					
b. Meals						
DATE	TOTAL COST					
<b>5. TIME SHEET (TDY Work Days Only)</b>						
DATE	DAY	TIME IN	LUNCH	TIME OUT	TOTAL HOURS	REMARKS
I attest that the above information is correct and accurate to the best of my knowledge.						
<b>6. Signature of Contract Employee</b>					<b>7. Signature of Supervisor</b>	
Date:					Date:	

